New owner: E. A. Fox
2912 McCampbell Rd
Davidson, Tennessee

Map-96-6
Par. 88

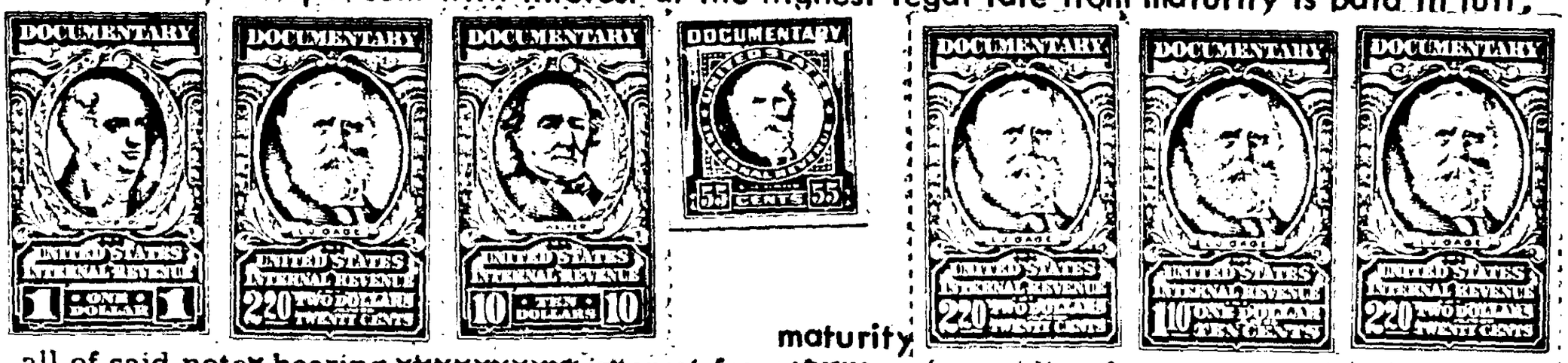
This instrument prepared by J. W. Lincoln, III, 601 Broadway, Nashville, Tenn.

Mail Tax: Associates Capital
3D
Lebanon Rd.
Donelson

INSTALLMENT DEED

BOOK 4040 PAGE 485

For and in Consideration of the sum of Seventeen Thousand One Hundred Ninety-Six and no/100 ----------($17,196.00)---------- Dollars, of which Three Thousand and no/100 -------- ($3,000.00) ---------- Dollars, has been paid in cash by Elbridge Austin Fox, and wife, Betty Fox, the receipt of which is hereby acknowledged, and for the remainder Fourteen Thousand One Hundred Ninety-Six and no/100 ---------- ($14,196.00) ---------- Dollars, the said Elbridge Austin Fox and wife, Betty Fox, have executed our promissory note dated July 22nd, 1966 in the principal sum of Fourteen Thousand One Hundred Ninety-Six and No/100 Dollars ($14,196.00), payable to Associates Capital Corporation in installments of One Hundred Eighteen and 30/100 Dollars ($118.30) per month, the first payment due August 22nd 1966 and each and every month thereafter in a like amount until the principal sum with interest at the highest legal rate from maturity is paid in full,



maturity, all of said notes bearing ~~xxxxxxxxx~~ interest from ~~xxxx~~ and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Associates Capital Corporation

has ~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said Elbridge Austin Fox and wife, Betty Fox, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot #153 on the Map of Cloverhill Subdivision, Section I of record in Book 2083, Page 38, Register's Office for Davidson County, Tennessee.

Said Lot #153 begins at a point in the southerly margin of McCampbell Road at the common corner of Lots 153 and 154; thence with the line between said lots 155 feet to a monument; thence south 58 deg. 37 feet west 103.6 feet to a momument in the margin of an unnamed street; thence north with the margin of said street, 54.88 feet to a monument; thence continuing with the margin of said street, 80 feet to a monument at the beginning of a curve; thence around said curve; having a radius of 20 feet, 31.42 feet to a monument in the margin of McCampbell Road; thence with the margin of said road easterly 80 feet to the point of beginning.

This conveyance is made subject to covenants and restrictions of record in Book 1583, Page 423, and in Book 2145, Page 62, and the Plan of record in Book 2083, Page 38, Register's Office for said County.

Being the same property conveyed to Associates Capital Corporation by deed dated July 1, 1966 and recorded in Book 4033, Page 126, Register's Office, Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Elbridge Austin Fox and wife, Betty Fox, their heirs and assigns forever. it does covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It does further covenant and bind itself and its successors, and assigns ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said Elbridge Austin Fox and wife, Betty Fox, their heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to it in hand paid, we, the said Elbridge Austin Fox and wife, Betty Fox,

do hereby transfer and convey unto Richard Dance, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Elbridge Austin Fox and wife, Betty Fox,

do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 10,500 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Elbridge Austin Fox and wife, Betty Fox, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Elbridge Austin Fox and wife, Betty Fox, their representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Richard Dance, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Associates Capital Corporation and Elbridge Austin Fox and wife, Betty Fox, hereunto set our hands at Nashville, Tennessee, this the 22 day of July, 19 66

ASSOCIATES CAPITAL CORPORATION

BY: J. W. Bruce
Executive Vice President

x Elbridge Austin Fox
Elbridge Austin Fox

x Betty Fox
Betty Fox

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Margaret L. VanAtta, a Notary Public in and for said County and State, the within named Elbridge Austin Fox and wife, Betty Fox,

the bargainor, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 22nd day of July, 1966

Commission Expires 12-2-67

Margaret L. VanAtta, Notary Public.
State at Large

STATE OF _____
_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

_____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19___

Commission Expires _____

_____, Notary Public.

STATE OF TENNESSEE
Davidson County

Before me, Margaret Huffman, a Notary Public within and for the State and County aforesaid, personally appeared J. V. Beall

~~and~~ _____ ~~with whom I am~~ personally acquainted and who upon ~~(their several oaths)~~ (his oath) acknowledged ~~(themselves)~~ (himself) to be the Executive Vice President ~~and~~ _____ ~~respectively~~ of the Associates Capital Corporation the within named bargainor, a corporation, and that ~~(he)~~ (they) as such Executive Vice President ~~and~~ _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said J. V. Beall as such Executive Vice President, ~~and attesting the same by the said~~ _____ ~~as such~~ _____

Witness my hand and official seal at office at Nashville, Tennessee on this the 27 day of July, 1966

My commission expires 1-30-68

Margaret Huffman
Notary Public

INSTALLMENT DEED

FROM
ASSOCIATES CAPITAL CORPORATION

TO
ELBRIDGE AUSTIN FOX, ET UX

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

37407

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 28 10 04 AM '66

NOTED: BOOK 114 PAGE 537
RECORDING FEE $ 2.25
DEP. REG. _____

Associates Capital
Release Rel. Dowlen

215

STATE TAX $ 25.75
PROBATE .50
TOTAL $ 26.25

JUL 28 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY

PAID JUL 27 1966

175

7108